

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2016 - 252**

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS  
AND AWARDING A CONTRACT TO DESLIVA GATES CONSTRUCTION L.P. FOR  
THE JEPSON PARKWAY PHASE 2A PROJECT; FEDERAL-AID NO. RPSTPL-  
5132(045)**

**WHEREAS**, the bid opening for the Jepson Parkway Phase 2A Project took place on October 4, 2016; and

**WHEREAS**, the apparent low bidder was DeSilva Gates Construction, L.P. in the amount of \$12,561,355.50; and

**WHEREAS**, staff has reviewed the bid documents from DeSilva Gates Construction, L.P. and found them to be in order; and

**WHEREAS**, staff is recommending that the City Council award the contract to DeSilva Gates Construction, L.P. as the lowest responsive and responsible bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The plans and specifications for the Jepson Parkway Phase 2A Project; Federal-Aid Project No. RPSTPL-5132(045) are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with DeSilva Gates Construction, L.P., for the Jepson Parkway Phase 2A Project; Federal-Aid Project No. RPSTPL-5132(045) in the amount of \$12,561,355.50, from Fund 252 Streets Capital Projects Division and Responsibility Code 99462 (Jepson Parkway).

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

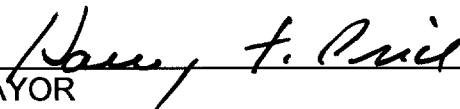
**PASSED AND ADOPTED** this 1<sup>st</sup> day of November 2016, by the following vote:


AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

  
MAYOR

ATTEST:  
  
CITY CLERK  
pw



## ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into effective 12/28/2016, by and between, City of Fairfield whose address is 1000 Webster Street, Fairfield, CA 94533, hereinafter called "Owner," and DeSilva Gates Construction, whose address is 11555 Dublin Blvd., Dublin, CA 94568, hereinafter called, "Contractor," and California Bank of Commerce whose address is 3595 Mt. Diablo Boulevard Suite 220, Lafayette, CA 94549 hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for Jepson Parkway Phase 2A RPSTPL-5132(045) in the amount of Twelve Million Five hundred sixty one thousand three hundred fifty five dollars (\$12,561,355.00) dated 12/06/2016 (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of City of Fairfield, (Owner) and shall designate the Contractor as the beneficial owner.
2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. For the purposes of this Escrow Agreement, the term "securities" shall refer to certificates of deposit or interest-bearing demand deposit accounts maintained with Escrow Agent.
11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

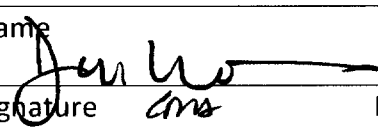
**On Behalf of the OWNER:**

Title **David A. White**  
**City Manager**

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Name **David A. White**

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Signature  Date **11/24/17**

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**1000 Webster Street**  
**Fairfield, CA 94533**

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Address **707) 428-7401**

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Telephone Number

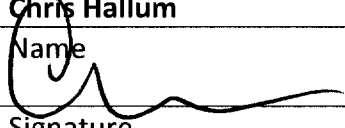
**On Behalf of the CONTRACTOR:**

**CFO**

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Title **Chris Hallum**

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Name  Date **11/4/2017**

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Signature

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**11555 Dublin Blvd**  
**Dublin, CA 94568**

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Address **925-361-1535**

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Telephone Number

Title

Name

Signature

Date

Address

Telephone Number

**On Behalf of ESCROW AGENT:**

**SVP**

Title

**Cindy Peters**

Name

Signature

Date

**3595 Mt. Diablo Boulevard, Suite 220**

**Lafayette, CA 94549**

Address

**925-283-2265**

Telephone Number

AT the time the escrow account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their proper officers on the date set forth above.

**OWNER:**

Title

**David A. White**  
**City Manager**

Name

Signature

Date

Title

Name

Signature

Date

**ESCROW AGENT:**

**SVP**

Title

**Cindy Peters**

Name

Signature

Date

**CONTRACTOR:**

**CFO**

Title

**Chris Hallum**

Name

Signature

Date

**End of Document**



**California  
Bank of Commerce**

3595 Mt. Diablo Blvd. 2<sup>nd</sup> Floor, Lafayette, CA 94549

P: 925.283.2265

F: 925.283.2269

**DEPOSIT INSTRUCTIONS  
City of Fairfield  
Jepson Parkway Phase 21 RPSTPL-5132(045)  
DeSilva Gates Construction**

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Escrow Retention Deposits can be made to California Bank of Commerce via the following methods:

**Incoming Wire Transfer Instructions:**

Bank Name: California Bank of Commerce  
Location: 3595 Mt Diablo Blvd, Suite 220  
Lafayette CA 94549

Routing Number: 1211-4469-6

Telegraphic Name: CA BK COM LAFAYETT

Beneficiary: **DeSilva Gates Construction**  
Account Number: **1067537**

OR:

**U.S. / Express Mail Deposit:**

California Bank of Commerce  
3595 Mt Diablo Blvd, Suite 220  
Lafayette CA 94549

ATTENTION: OPERATIONS

NOTE: **PLEASE INDICATE ACCOUNT NUMBER ON DEPOSIT ITEM**

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of Dec 6, 2016, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and DE SILVA GATES CONSTRUCTION, party of the second part, hereinafter called the CONTRACTOR.

It is understood City Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

#### **JEPSON PARKWAY PHASE 2A FEDERAL AID PROJECT NO: RPSTPL-5132(045)**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Carlson, Barbee & Gibson,  
numbered 1-103,  
and dated August 8, 2016.
- b. Notice to Contractors.
- c. The accepted Proposal, dated October 4, 2016.
- d. Instructions to Bidders.
- e. Specifications consisting of:
  - 1) Special Provisions
  - 2) Technical Specifications
  - 3) City of Fairfield Standard Details and Specifications, 2015 edition.
  - 4) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated May 2006 will be used for all of the Project except the Retaining Walls. Retaining Walls are based on Standard Plans and Specifications Issued by the State of California, Department of Transportation, Division of Highways dated 2010.

- f. Performance Bond, dated November 7, 2016.
- g. Labor and Materials Bond, dated November 7, 2016.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in good, workmanlike and substantial manner and to the satisfaction of the City of Fairfield, the work described in the special provisions and the project plans described above, including any addenda thereto, and also in accordance with the Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May 2006, and the latest Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

The State and Federal general prevailing wage rates are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

## II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **three hundred twenty (320)** working



days after the date of written notice to proceed.

- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to **Six Thousand One Hundred Dollars (\$6,100)** for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).
- e. Liquidated damages of **Six Thousand One Hundred Dollars (\$6,100)** per day shall be assessed for each and every calendar day delay in completing all improvements attributed to the portion of Vanden Road between roadway stations 299+11.86 and 312+15.00 after May 1, 2017.

### III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.
- c. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise

or be encountered in the prosecution of the work until its acceptance by the City of Fairfield, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

JEPSON PARKWAY PHASE 2A BID SCHEDULE A1 – STREET							
ITEM NO.	CALTRANS ITEM CODE	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	070012	10-1.01	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	\$3,000.00	\$3,000.00
2	76007001290	10-1.02	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	\$975,000.00	\$975,000.00
3	146001	10-1.10	CONTRACTOR SUPPLIED BIOLOGIST	LS	1	\$8,000.00	\$8,000.00
4	146003	10-1.14	NATURAL RESOURCES PROTECTION PLAN	LS	1	\$3,000.00	\$3,000.00
5	150769, 150771, 150608, 153210, 153215, 153239, 150605, 150620, 150745	10-1.25	EXISTING HIGHWAY FACILITIES	LS	1	\$660,000.00	\$660,000.00
6	74014	10-1.24	STREET SWEEPING	LS	1	\$15,000.00	\$15,000.00
7	150828	10-1.27	RELOCATE EXISTING GRIT SEPARATOR	EA	1	\$10,000.00	\$10,000.00
8	150828	10-1.33	REMOVE EXISTING SEPTIC TANK - APN 166-090-170 - ALLOWANCE	LS	1	\$8,000.00	\$8,000.00
9	150828	10-1.33	REMOVE EXISTING SEPTIC TANK - APN 166-080-140 - ALLOWANCE	LS	1	\$8,000.00	\$8,000.00
10	150828	10-1.33	REMOVE EXISTING SEPTIC TANK - APN 166-080-130 - ALLOWANCE	LS	1	\$8,000.00	\$8,000.00
11	190101	10-1.33	REMOVE EXISTING LEACH FIELD - APN 166-090-170 - ALLOWANCE	LS	1	\$9,000.00	\$9,000.00
12	190101	10-1.33	REMOVE EXISTING LEACH FIELD - APN 166-080-140 - ALLOWANCE	LS	1	\$9,000.00	\$9,000.00
13	190101	10-1.33	REMOVE EXISTING LEACH FIELD - APN 166-080-130 - ALLOWANCE	LS	1	\$9,000.00	\$9,000.00
14	190101	10-1.34	REMOVAL AND DISPOSAL OF HYDROCARBON CONTAMINATED SOIL ALLOWANCE	LS	1	\$60,000.00	\$60,000.00

JEPSON PARKWAY PHASE 2A BID SCHEDULE A1 – STREET							
ITEM NO.	CALTRANS ITEM CODE	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
15	760090	10-1.63	POTHOLE EXISTING UTILITIES	LS	1	\$10,000.00	\$10,000.00
16	071301	10-1.35	TEMPORARY FENCE	LF	5,432	\$3.00	\$16,296.00
17	071325	10-1.18	ESA FENCE	LF	8,000	\$3.00	\$24,000.00
18	074015	10-1.36	TEMPORARY ACTIVE TREATMENT SYSTEM	LS	1	\$5,000.00	\$5,000.00
19	074016	10-1.04	CONSTRUCTION SITE MANAGEMENT	LS	1	\$10,000.00	\$10,000.00
20	074019	10-1.37	STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$3,000.00	\$3,000.00
21	074033	10-1.38	TEMPORARY CONSTRUCTION ENTRANCE	EA	8	\$2,500	\$20,000.00
22	074042	10-1.39	TEMPORARY CONCRETE WASHOUT	LS	1	\$10,000.00	\$10,000.00
23	074034	10-1.70	TEMPORARY COVER	SY	5,000	\$3.00	\$15,000.00
24	074035	10-1.69	TEMPORARY CHECK DAM	LF	390	\$6.00	\$2,340.00
25	074028	10-1.72	TEMPORARY FIBER ROLL	LF	14,765	\$3.00	\$44,295.00
26	074038	10-1.79	TEMPORARY DRAINAGE INLET PROTECTION	EA	28	\$300.00	\$8,400.00
27	120100	10-1.40	TEMPORARY TRAFFIC CONTROL	LS	1	\$50,000.00	\$50,000.00
28	129110	10-1.53	TEMPORARY CRASH CUSHION	EA	2	\$3,000.00	\$6,000.00
29	151540	10-1.100	CHAIN LINK FENCE	LF	3,100	\$20.00	\$62,000.00
30	153103	10-1.57	COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	1,636	\$8.00	\$13,088.00
31	160101	10-1.58	CLEARING AND GRUBBING	AC	15.6	\$6,000.00	\$93,600.00
32 (F)	190101	10-1.59	ROADWAY EXCAVATION	CY	50,400	\$15.00	\$756,000.00
33	198200	10-1.68	SUBGRADE ENHANCEMENT FABRIC	SY	52,243	\$1.00	\$52,243.00
34	680406	10-1.67	GEOCOMPOSITE DRAIN SYSTEM	LF	19,618	\$5.00	\$98,090.00

JEPSON PARKWAY PHASE 2A BID SCHEDULE A1 – STREET							
ITEM NO.	CALTRANS ITEM CODE	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
35	203032	10-1.80	EROSION CONTROL (HYDROSEED)	AC	8.6	\$4,000.00	\$34,400.00
36	208310	10-1.82	IRRIGATION SLEEVE 6" PVC	LF	1,852	\$20.00	\$37,040.00
37	220101	10-1.85	FINISHING ROADWAY	LS	1	\$1,000.00	\$1,000.00
38	260201	10-1.83	CLASS 2 AGGREGATE BASE	TN	82,201	\$20.00	\$1,644,020.00
39	390132	10-1.84	HOT MIX ASPHALT (TYPE A, PG 70-10)	TN	20,482	\$75.00	\$1,536,150.00
40	566011	10-2.02	ROADSIDE SIGN (ONE POST)	EA	41	\$200.00	\$8,200.00
41	707050	10-4.03	CURB INLET (TYPE II) WITH REAR OPENING	EA	27	\$4,000.00	\$108,000.00
42	707050	10-4.03	FIELD INLET WITH SIDE OPENING(S)	EA	3	\$2,000.00	\$6,000.00
43	707050	10-4.03	48" ID X 48" ID JUNCTION BOX	EA	3	\$6,000.00	\$18,000.00
44	650010	10-1.87	12" RCP STORM DRAIN (CLASS IV)	LF	53	\$70.00	\$3,710.00
45	650012	10-1.87	15" RCP STORM DRAIN (CLASS IV)	LF	119	\$80.00	\$9,520.00
46	650014	10-1.87	18" RCP STORM DRAIN (CLASS IV)	LF	1,525	\$80.00	\$122,000.00
47	650016	10-1.87	21" RCP STORM DRAIN (CLASS IV)	LF	844	\$100.00	\$84,400.00
48	650018	10-1.87	24" RCP STORM DRAIN (CLASS IV)	LF	295	\$120.00	\$35,400.00
49	650026	10-1.87	36" RCP STORM DRAIN (CLASS IV)	LF	776	\$160.00	\$124,160.00
50	650018	10-1.87	24" RCP STORM DRAIN (CLASS V)	LF	205	\$120.00	\$24,600.00
51	650026	10-1.87	36" RCP STORM DRAIN (CLASS V)	LF	119	\$170.00	\$20,230.00
52	680902	10-1.90	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	5,002	\$3.00	\$15,006.00
53	682001	10-1.89	PERMEABLE MATERIAL	CY	559	\$90.00	\$50,310.00
54	682001	10-1.92	PERMEABLE SOIL	CY	898	\$70.00	\$62,860.00
55	700617	10-1.91	DRAINAGE INLET MARKER	EA	27	\$40.00	\$1,080.00

JEPSON PARKWAY PHASE 2A BID SCHEDULE A1 – STREET							
ITEM NO.	CALTRANS ITEM CODE	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
56	721010	10-1.93	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	CY	16	\$200.00	\$3,200.00
57	721010	10-1.81	ROCK SLOPE PROTECTION (BACKING NO. 3, METHOD B)	CY	199	\$200.00	\$39,800.00
58	729010	10-1.93	ROCK SLOPE PROTECTION FABRIC	SY	1,443	\$2.00	\$2,886.00
59	731501	10-1.94	MINOR CONCRETE (MEDIAN CURB, TYPE A)	LF	9,717	\$10.00	\$97,170.00
60	731501	10-1.94	MINOR CONCRETE (6" MODIFIED CURB)	LF	391	\$20.00	\$7,820.00
61	731504	10-1.94	MINOR CONCRETE (CURB & GUTTER)	LF	10,766	\$18.00	\$193,788.00
62	731511	10-1.94	MINOR CONCRETE (MEDIAN CONCRETE NOSE PAVING)	SF	139	\$10.00	\$1,390.00
63	731516	10-1.94	MINOR CONCRETE (COMMERCIAL D/W APPROACH)	SF	3,408	\$6.00	\$20,448.00
64	731521	10-1.94	MINOR CONCRETE (SIDEWALK)	SF	66,913	\$4.50	\$301,108.50
65	731623	10-1.95	MINOR CONCRETE (ADA RAMP)	EA	17	\$800.00	\$13,600.00
66	401000	10-1.94	CONCRETE PAVEMENT (BUS PAD)	SF	3,970	\$12.00	\$47,640.00
67	510060	10-1.97	STRUCTURAL RETAINING WALL, 4'-0" MAX	LF	0	\$0.00	\$0.00
68	510060	10-1.97	STRUCTURAL RETAINING WALL, 4-8" MAX	LF	0	\$0.00	\$0.00
69	510060	10-1.97	STRUCTURAL RETAINING WALL, 5'-4" MAX	LF	0	\$0.00	\$0.00
70	510060	10-1.97	STRUCTURAL RETAINING WALL, 6'-0" MAX	LF	0	\$0.00	\$0.00
71	120116	10-1.55	STANDARD STREET BARRICADE	EA	4	\$1,250.00	\$5,000.00
72	800060	10-1.101	BARBED WIRE FENCE	LF	3,806	\$8.00	\$30,448.00
73	802670	10-1.104	24' CHAIN LINK GATE (TYPE CL-6)	EA	6	\$2,000.00	\$12,000.00
74	810110	10-1.106	SURVEY MONUMENT (CITY FAIRFIELD STANDARD)	EA	7	\$500.00	\$3,500.00

JEPSON PARKWAY PHASE 2A BID SCHEDULE A1 – STREET							
ITEM NO.	CALTRANS ITEM CODE	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
75	820107	10-2.01	DELINEATOR (CLASS I)	EA	83	\$40.00	\$3,320.00
76	820112	10-2.01	MARKER (CULVERT)	EA	12	\$40.00	\$480.00
77	820141	10-2.01	OBJECT MARKER (TYPE K-1) (ISLAND NOSES)	EA	6	\$40.00	\$240.00
78	832003	10-1.99	METAL BEAM GUARD RAILING (WOOD POST)	LF	0	\$0.00	\$0.00
79	832003	10-1.02	GUARD RAILING ANCHOR	EA	0	\$0.00	\$0.00
80	840504	10-2.01	4" THERMOPLASTIC STRIPE	LF	24,270	\$0.40	\$9,708.00
81	840505	10-2.01	6" THERMOPLASTIC STRIPE	LF	10,480	\$0.60	\$6,288.00
82	840506	10-2.01	8" THERMOPLASTIC STRIPE	LF	2,693	\$1.00	\$2,693.00
83	840501	10-2.01	12" THERMOPLASTIC STRIPE	LF	2,145	\$4.00	\$8,580.00
84	840515	10-2.01	THERMOPLASTIC PAVEMENT MARKINGS	SF	1,308	\$4.00	\$5,232.00
85	850111	10-2.01	PAVEMENT MARKER	EA	1,040	\$3.00	\$3,120.00
86	860785	10-1.103	2" CONDUIT (FUTURE FIBER OPTIC)	LF	13,337	\$20.00	\$266,740.00
87	203032	10-1.107	CALIFORNIA TIGER SALAMANDER UPLAND RESTORATION	AC	3	\$2,500.00	\$7,500.00
SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS							
88	860251	10-3.01	VANDEN RD. AND PEABODY RD. SIGNAL AND LIGHTING	LS	1	\$350,000	\$350,000.00
89	860252	10-3.01	VANDEN RD. AND TRANSIT CENTER RD. SIGNAL AND LIGHTING	LS	1	\$400,000	\$400,000.00
90	860253	10-3.01	VANDEN RD. AND F STREET (FUTURE) STREET SIGNAL AND LIGHTING	LS	1	\$300,000	\$300,000.00
91	860402	10-3.01	STREET LIGHTING	LS	1	\$470,000	\$470,000.00
92	860701	10-3.01	INTERCONNECTION CONDUIT AND CONDUCTORS	LS	1	\$100,000	\$100,000.00
93		10-3.01	SIGNAL AND LIGHTING (STAGE CONSTRUCTION)	LS	1	\$25,000	\$25,000.00
SCHEDULE A1 TOTAL BID: \$9,769,137.50							

(F) = Final Pay Item

JEPSON PARKWAY PHASE 2A BID SCHEDULE A2 – STREET							
ITEM NO.	CALTRANS ITEM CODE	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	070012	10-1.01	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	\$1,000.00	\$1,000.00
2	760090	10-1.02	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	LS	1	\$130,000	\$130,000.00
3	146001	10-1.10	CONTRACTOR SUPPLIED BIOLOGIST	LS	1	\$1,000.00	\$1,000.00
4	146003	10-1.14	NATURAL RESOURCES PROTECTION PLAN	LS	1	\$1,000.00	\$1,000.00
5	150769, 150771, 150608, 153210, 153215, 153239, 150605, 150620, 150745	10-1.25	EXISTING HIGHWAY FACILITIES	LS	1	\$40,000	\$40,000.00
6	74014	10-1.24	STREET SWEEPING	LS	1	\$1,000.00	\$1,000.00
7	150828	10-1.27	RELOCATE EXISTING GRIT SEPARATOR	EA	0	\$0.00	\$0.00
8	150828	10-1.33	REMOVE EXISTING SEPTIC TANK - APN 166-090-170	EA	0	\$0.00	\$0.00
9	150828	10-1.33	REMOVE EXISTING SEPTIC TANK - APN 166-080-140	EA	0	\$0.00	\$0.00
10	150828	10-1.33	REMOVE EXISTING SEPTIC TANK - APN 166-080-130	EA	0	\$0.00	\$0.00
11	190101	10-1.33	REMOVE EXISTING LEACH FIELD - APN 166-090-170	CY	0	\$0.00	\$0.00
12	190101	10-1.33	REMOVE EXISTING LEACH FIELD - APN 166-080-140	CY	0	\$0.00	\$0.00
13	190101	10-1.33	REMOVE EXISTING LEACH FIELD - APN 166-080-130	CY	0	\$0.00	\$0.00
14	190101	10-1.34	REMOVAL AND DISPOSAL OF HYDROCARBON CONTAMINATED SOIL	CY	0	\$0.00	\$0.00



JEPSON PARKWAY PHASE 2A BID SCHEDULE A2 – STREET							
ITEM NO.	CALTRANS ITEM CODE	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
15	760090	10-1.63	POTHOLE EXISTING UTILITIES	LS	1	\$1,000.00	\$1,000.00
16	071301	10-1.35	TEMPORARY FENCE	LF	0	\$0.00	\$0.00
17	071325	10-1.18	ESA FENCE	LF	0	\$0.00	\$0.00
18	074015	10-1.36	TEMPORARY ACTIVE TREATMENT SYSTEM	LS	1	\$1,000.00	\$1,000.00
19	074016	10-1.04	CONSTRUCTION SITE MANAGEMENT	LS	1	\$1,000.00	\$1,000.00
20	074019	10-1.37	STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$1,000.00	\$1,000.00
21	074033	10-1.38	TEMPORARY CONSTRUCTION ENTRANCE	EA	0	\$0.00	\$0.00
22	74042	10-1.39	TEMPORARY CONCRETE WASHOUT	LS	1	\$1,000.00	\$1,000.00
23	074034	10-1.70	TEMPORARY COVER	SY	0	\$0.00	\$0.00
24	074035	10-1.69	TEMPORARY CHECK DAM	LF	120	\$6.00	\$720.00
25	074028	10-1.72	TEMPORARY FIBER ROLL	LF	2,085	\$3.00	\$6,255.00
26	074038	10-1.79	TEMPORARY DRAINAGE INLET PROTECTION	EA	9	\$300.00	\$2,700.00
27	120100	10-1.40	TEMPORARY TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00
28	129110	10-1.53	TEMPORARY CRASH CUSHION	EA	0	\$0.00	\$0.00
29	151540	10-1.100	CHAIN LINK FENCE	LF	0	\$0.00	\$0.00
30	153103	10-1.57	COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	150	\$8.00	\$1,200.00
31	160101	10-1.58	CLEARING AND GRUBBING	AC	2.7	\$1,000.00	\$2,700.00
32 (F)	190101	10-1.59	ROADWAY EXCAVATION	CY	15,600	\$10.00	\$156,000.00
33	198200	10-1.68	SUBGRADE ENHANCEMENT FABRIC	SY	7,363	\$1.00	\$7,363.00
34	680406	10-1.67	GEOCOMPOSITE DRAIN SYSTEM	LF	3,568	\$5.00	\$17,840.00

JEPSON PARKWAY PHASE 2A BID SCHEDULE A2 – STREET							
ITEM NO.	CALTRANS ITEM CODE	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
35	203032	10-1.80	EROSION CONTROL (HYDROSEED)	AC	0.5	\$4,000.00	\$2,000.00
36	208310	10-1.82	IRRIGATION SLEEVE 6" PVC	LF	0	\$0.00	\$0.00
37	220101	10-1.85	FINISHING ROADWAY	LS	1	\$1,000.00	\$1,000.00
38	260201	10-1.83	CLASS 2 AGGREGATE BASE	TN	11,549	\$20.00	\$230,980.00
39	390132	10-1.84	HOT MIX ASPHALT (TYPE A, PG 70-10)	TN	2,863	\$70.00	\$200,410.00
40	566011	10-2.02	ROADSIDE SIGN (ONE POST)	EA	0	\$0.00	\$0.00
41	707050	10-4.03	CURB INLET (TYPE II) WITH REAR OPENING	EA	5	\$4,000.00	\$20,000.00
42	707050	10-4.03	FIELD INLET WITH SIDE OPENING(S)	EA	0	\$0.00	\$0.00
43	707050	10-4.03	48" ID X 48" ID JUNCTION BOX	EA	0	\$0.00	\$0.00
44	650010	10-1.87	12" RCP STORM DRAIN (CLASS IV)	LF	0	\$0.00	\$0.00
45	650012	10-1.87	15" RCP STORM DRAIN (CLASS IV)	LF	164	\$100.00	\$16,400.00
46	650014	10-1.87	18" RCP STORM DRAIN (CLASS IV)	LF	0	\$0.00	\$0.00
47	650016	10-1.87	21" RCP STORM DRAIN (CLASS IV)	LF	0	\$0.00	\$0.00
48	650018	10-1.87	24" RCP STORM DRAIN (CLASS IV)	LF	0	\$0.00	\$0.00
49	650026	10-1.87	36" RCP STORM DRAIN (CLASS IV)	LF	0	\$0.00	\$0.00
50	650018	10-1.87	24" RCP STORM DRAIN (CLASS V)	LF	485	\$160.00	\$77,600.00
51	650026	10-1.87	36" RCP STORM DRAIN (CLASS V)	LF	0	\$0.00	\$0.00
52	680902	10-1.90	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	0	\$0.00	\$0.00
53	682001	10-1.89	PERMEABLE MATERIAL	CY	0	\$0.00	\$0.00
54	682001	10-1.92	PERMEABLE SOIL	CY	0	\$0.00	\$0.00
55	700617	10-1.91	DRAINAGE INLET MARKER	EA	5	\$40.00	\$200.00

JEPSON PARKWAY PHASE 2A BID SCHEDULE A2 – STREET							
ITEM NO.	CALTRANS ITEM CODE	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
56	721010	10-1.93	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	CY	33	\$200.00	\$6,600.00
57	721010	10-1.81	ROCK SLOPE PROTECTION (BACKING NO. 3, METHOD B)	CY	35	\$200.00	\$7,000.00
58	729010	10-1.93	ROCK SLOPE PROTECTION FABRIC	SY	343	\$2.00	\$686.00
59	731501	10-1.94	MINOR CONCRETE (MEDIAN CURB, TYPE A)	LF	1,785	\$10.00	\$17,850.00
60	731501	10-1.94	MINOR CONCRETE (6" MODIFIED CURB)	LF	0	\$0.00	\$0.00
61	731504	10-1.94	MINOR CONCRETE (CURB & GUTTER)	LF	1,875	\$18.00	\$33,750.00
62	731511	10-1.94	MINOR CONCRETE (MEDIAN CONCRETE NOSE PAVING)	SF	0	\$0.00	\$0.00
63	731516	10-1.94	MINOR CONCRETE (COMMERCIAL D/W APPROACH)	SF	0	\$0.00	\$0.00
64	731521	10-1.94	MINOR CONCRETE (SIDEWALK)	SF	7,804	\$4.50	\$35,118.00
65	731623	10-1.95	MINOR CONCRETE (ADA RAMP)	EA	0	\$0.00	\$0.00
66	401000	10-1.94	CONCRETE PAVEMENT (BUS PAD)	SF	0	\$0.00	\$0.00
67	510060	10-1.97	STRUCTURAL RETAINING WALL, 4'-0" MAX	LF	48	\$300.00	\$14,400.00
68	510060	10-1.97	STRUCTURAL RETAINING WALL, 4-8" MAX	LF	96	\$300.00	\$28,800.00
69	510060	10-1.97	STRUCTURAL RETAINING WALL, 5'-4" MAX	LF	144	\$300.00	\$43,200.00
70	510060	10-1.97	STRUCTURAL RETAINING WALL, 6'-0" MAX	LF	168	\$300.00	\$50,400.00
71	120116	10-1.55	STANDARD STREET BARRICADE	EA	0	\$0.00	\$0.00
72	800060	10-1.101	BARBED WIRE FENCE	LF	0	\$0.00	\$0.00
73	802670	10-1.104	24' CHAIN LINK GATE (TYPE CL-6)	EA	0	\$0.00	\$0.00
74	810110	10-1.106	SURVEY MONUMENT (CITY FAIRFIELD STANDARD)	EA	2	\$500.00	\$1,000.00

JEPSON PARKWAY PHASE 2A BID SCHEDULE A2 – STREET							
ITEM NO.	CALTRANS ITEM CODE	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
75	820107	10-2.01	DELINEATOR (CLASS I)	EA	0	\$0.00	\$0.00
76	820112	10-2.01	MARKER (CULVERT)	EA	0	\$0.00	\$0.00
77	820141	10-2.01	OBJECT MARKER (TYPE K-1) (ISLAND NOSES)	EA	0	\$0.00	\$0.00
78	832003	10-1.99	METAL BEAM GUARD RAILING (WOOD POST)	LF	513	\$35.00	\$17,955.00
79	832003	10-1.02	GUARD RAILING ANCHOR	EA	2	\$4,000.00	\$8,000.00
80	840504	10-2.01	4" THERMOPLASTIC STRIPE	LF	3,180	\$0.40	\$1,272.00
81	840505	10-2.01	6" THERMOPLASTIC STRIPE	LF	5,230	\$0.60	\$3,138.00
82	840506	10-2.01	8" THERMOPLASTIC STRIPE	LF	407	\$1.00	\$407.00
83	840501	10-2.01	12" THERMOPLASTIC STRIPE	LF	315	\$4.00	\$1,260.00
84	840515	10-2.01	THERMOPLASTIC PAVEMENT MARKINGS	SF	18	\$4.00	\$72.00
85	850111	10-2.01	PAVEMENT MARKER	EA	254	\$3.00	\$762.00
86	860785	10-1.103	2" CONDUIT (FUTURE FIBER OPTIC)	LF	453	\$20.00	\$9,060.00
87	203032	10-1.107	CALIFORNIA TIGER SALAMANDER UPLAND RESTORATION	AC	0	\$0.00	\$0.00
SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS							
88	860251	10-3.01	VANDEN RD. AND PEABODY RD. SIGNAL AND LIGHTING	LS	0	\$0.00	\$0.00
89	860252	10-3.01	VANDEN RD. AND TRANSIT CENTER RD. SIGNAL AND LIGHTING	LS	0	\$0.00	\$0.00
90	860253	10-3.01	VANDEN RD. AND F STREET (FUTURE) STREET SIGNAL AND LIGHTING	LS	0	\$0.00	\$0.00
91	860402	10-3.01	STREET LIGHTING	LS	1	\$70,000.00	\$70,000.00
92	860701	10-3.01	INTERCONNECTION CONDUIT AND CONDUCTORS	LS	1	\$20,000.00	\$20,000.00
93		10-3.01	SIGNAL AND LIGHTING (STAGE CONSTRUCTION)	LS	1	\$20,000.00	\$20,000.00
SCHEDULE A2 TOTAL BID:							\$1,318,098.00

(F) = Final Pay Item

JEPSON PARKWAY PHASE 2A PROJECT BID SCHEDULE B1 - SANITARY SEWER						
ITEM NO.	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	10-1.56	ADJUST SEWER MANHOLE TO GRADE	EA	3	\$1,000.00	\$3,000.00
2	10-4.01	8" SANITARY SEWER SERVICE CLEANOUT	EA	6	\$1,000.00	\$6,000.00
3	10-4.01	8" SANITARY SEWER LATERAL	LF	170	\$130.00	\$22,100.00
4	10-4.02	SANITARY SEWER MANHOLE (5' ID)	EA	19	\$9,000.00	\$171,000.00
5	10-4.02	15" SANITARY SEWER LINE (VCP)	LF	502	\$200.00	\$100,400.00
6	10-4.02	21" SANITARY SEWER LINE (VCP)	LF	5,387	\$180.00	\$969,660.00
SCHEDULE B1 TOTAL BID:						\$1,272,160.00

JEPSON PARKWAY PHASE 2A PROJECT BID SCHEDULE B2 - SANITARY SEWER						
ITEM NO.	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	10-1.56	ADJUST SEWER MANHOLE TO GRADE	EA	0	\$0.00	\$0.00
2	10-4.01	8" SANITARY SEWER SERVICE CLEANOUT	EA	0	\$0.00	\$0.00
3	10-4.01	8" SANITARY SEWER LATERAL	LF	0	\$0.00	\$0.00
4	10-4.02	SANITARY SEWER MANHOLE (5' ID)	EA	1	\$9,000.00	\$9,000.00
5	10-4.02	15" SANITARY SEWER LINE (VCP)	LF	0	\$0.00	\$0.00
6	10-4.02	21" SANITARY SEWER LINE (VCP)	LF	401	\$180.00	\$72,180.00
SCHEDULE B2 TOTAL BID:						\$81,180.00

JEPSON PARKWAY PHASE 2A PROJECT BID SCHEDULE C – WATER						
ITEM NO.	SP SECTION FOR PAYMENT	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	10-1.56	ADJUST WATER VALVE COVER TO GRADE	EA	11	\$1,000.00	\$11,000.00
2	10-4.04	EXTEND 4" WATER SERVICE	LF	95	\$75.00	\$7,125.00
3	10-4.04	EXTEND 8" WATER SERVICE	LF	97	\$75.00	\$7,275.00
4	10-4.04	RELOCATE 2" BLOWOFF ASSEMBLY	EA	1	\$1,000.00	\$1,000.00
5	10-4.04	RELOCATE FIRE HYDRANT ASSEMBLY	EA	4	\$1,500.00	\$6,000.00
6	10-4.04	RELOCATE WATER METER	EA	1	\$2,000.00	\$2,000.00
7	10-4.04	RELOCATE 1" REDUCED PRESSURE BACKFLOW PREVENTION DEVICE	EA	1	\$3,000.00	\$3,000.00
8	10-4.04	RELOCATE 4" REDUCED PRESSURE BACKFLOW PREVENTION DEVICE	EA	3	\$3,000.00	\$9,000.00
9	10-4.04	10" PRIVATE WATER SERVICE LINE TO TUSD	LF	735	\$88.00	\$64,680.00
10	10-4.04	INSTALL 4" WATER LINE	LF	37	\$100.00	\$3,700.00
11	10-4.04	EXTEND 2" CITY WATER SERVICE	EA	1	\$3,000.00	\$3,000.00
12	10-4.04	EXTEND 1" WATER SERVICE	EA	1	\$3,000.00	\$3,000.00
SCHEDULE C TOTAL BID:						\$120,780.00
SUMMARY OF BID SCHEDULES:						
TOTAL BID SCHEDULE A1=					\$9,769,137.00	
TOTAL BID SCHEDULE A2=					\$1,318,098.00	
TOTAL BID SCHEDULE B1=					\$1,272,160.00	
TOTAL BID SCHEDULE B2=					\$81,180.00	
TOTAL BID SCHEDULE C=					\$120,780.00	
TOTAL BID SCHEDULES A1+A2+B1+B2+C =					<b>\$12,561,355.50</b>	

#### IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

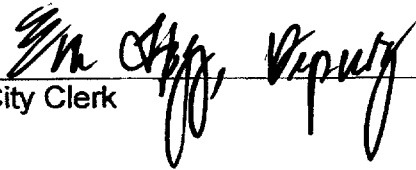
VI. STATE OF CALIFORNIA PARTICIPATION

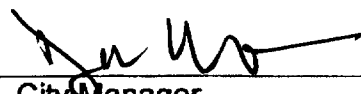
The improvements contemplated in the performance of this contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its discretion, shall determine that its responsibility to the United States so requires. In such cases the State Contract Act will govern.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

CITY OF FAIRFIELD

  
City Clerk

By:   
City Manager *COM*  
DeSilva Gates Construction LP

CONTRACTOR  
By: Michael A Kloos

Michael A. Kloos, Vice President  
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class:	<u>A, C12, C31</u>
b. Number:	<u>704195</u>
c. Expiration Date:	<u>3/31/2017</u>
FEI Number:	<u>68-0344477</u>

### EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: \_\_\_\_\_ Date of Contract: \_\_\_\_\_  
Authorized by Res. No.: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
Person Reviewing EDD Requirements: \_\_\_\_\_ Phone: \_\_\_\_\_

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

**BOX 1**

NAME AND ADDRESS	
FULL NAME	DeSilva Gates Construction LP
ADDRESS	11555 Dublin Boulevard
CITY, STATE, ZIP	Dublin, CA 94568

AND

**BOX 2**

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
X	PARTNERSHIP	68-0344477
	LIMITED LIABILITY PARTNERSHIP	
	CORPORATION	
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD



Bond No. 106425946

Premium: \$50,873.00

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to DeSilva Gates Construction, L.P.,

11555 Dublin Boulevard, Dublin, CA 94568

*(Name and address of Contractor)*

("Contractor") a contract (the "Contract") for the work described as follows:

**JEPSON PARKWAY PHASE 2A  
FEDERAL AID PROJECT NO: RPSTPL-5132(045)**

WHEREAS, the Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Travelers Casualty and  
Surety Company of America, One Tower Square, Hartford, CT 06183

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Twelve Million Five Hundred Sixty One

Thousand Three Hundred Fifty Five and 50/100

Dollars (\$12,561,355.50), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and

others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 7, 2016

**"Contractor"**

DeSilva Gates Construction, L.P.

By: Michael A Kloos

Title Michael A. Kloos  
Vice President

By: \_\_\_\_\_

Title

(Seal)

**"Surety"**

Travelers Casualty and Surety Company of America

By: Susan Lupski

Title Susan Lupski, Attorney-In-Fact

By: \_\_\_\_\_

Title

(Seal)

**Note:** *This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

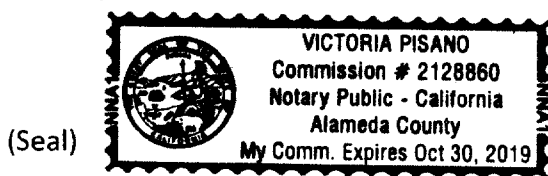
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of Alameda )

On 11/15/16, before me, Victoria Pisano, Notary Public, personally appeared Michael A. Kloos, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Victoria Pisano  
Victoria Pisano, Notary Public  
(Print Name)



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229701

Certificate No. 006912221

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Vincent A. Walsh, Lee Ferrucci, Desiree Cardlin, Nelly Renchiwich, and Mia Woo-Warren

of the City of Uniondale, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of July, 2016.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

On this the 28th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOV 07 2016

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this November 7, 2016, before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

MELISSA SARACINO  
Notary Public, State of New York  
No. 015A6155295  
Qualified in Nassau County  
Commission Expires November 30, 2018

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2015

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 54,550,881	UNEARNED PREMIUMS	\$ 862,633,464
BONDS	3,500,572,638	LOSSES	735,725,171
STOCKS	245,901,111	LOSS ADJUSTMENT EXPENSES	278,900,106
INVESTMENT INCOME DUE AND ACCRUED	43,905,720	COMMISSIONS	35,398,814
OTHER INVESTED ASSETS	3,580,975	TAXES, LICENSES AND FEES	11,351,717
PREMIUM BALANCES	200,990,913	OTHER EXPENSES	39,466,867
NET DEFERRED TAX ASSET	65,751,196	CURRENT FEDERAL AND FOREIGN INCOME TAXES	15,158,620
REINSURANCE RECOVERABLE	22,532,968	REMITTANCES AND ITEMS NOT ALLOCATED	4,995,722
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,772,178	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	33,959,553
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	29,659,492	RETROACTIVE REINSURANCE RESERVE ASSUMED	898,144
OTHER ASSETS	5,685,697	POLICYHOLDER DIVIDENDS	9,080,181
		PROVISION FOR REINSURANCE	3,834,904
		ADVANCE PREMIUM	1,572,635
		PAYABLE FOR SECURITIES	8,000,000
		PAYABLE FOR SECURITIES LENDING	11,772,178
		CEDED REINSURANCE NET PREMIUMS PAYABLE	26,036,328
		ESCHEAT LIABILITY	664,927
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,858,650
		TOTAL LIABILITIES	\$ 2,081,307,981
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,663,312,028
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,103,595,788
TOTAL ASSETS	\$ 4,184,903,769	TOTAL LIABILITIES & SURPLUS	\$ 4,184,903,769

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

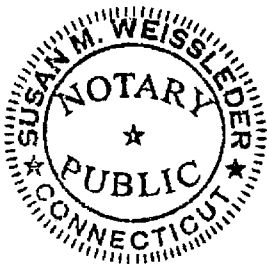
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2015.

*Michael J. Doody*  
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
18TH DAY OF MARCH, 2016

*Susan M. Weissleder*  
NOTARY PUBLIC

SUSAN M. WEISSLEDER  
Notary Public  
My Commission Expires November 30, 2017



**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to DeSilva Gates Construction, L.P.,

11555 Dublin Boulevard, Dublin, CA 94568

*(Name and address of Contractor)*

("Contractor"), a contract (the "Contract") for the work described as follows:

**JEPSON PARKWAY PHASE 2A  
FEDERAL AID PROJECT NO: RPSTPL-5132(045)**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Twelve Million Five Hundred Sixty One

Thousand Three Hundred Fifty Five and 50/100

Dollars (\$ 12,561,355.50), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any



suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 7, 2016

**"Contractor"**

DeSilva Gates Construction, L.P.

By: Michael A Kloos

Title Michael A. Kloos  
Vice President

By: \_\_\_\_\_  
Title

**"Surety"**

Travelers Casualty and Surety Company of America

By: Susan Lupski

Title Susan Lupski, Attorney-In-Fact

By: \_\_\_\_\_  
Title

(Seal)

(Seal)

**Note:** This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

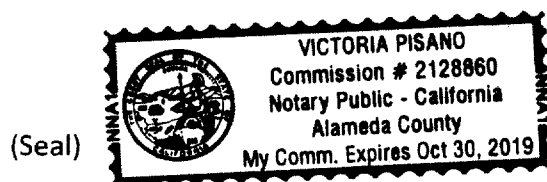
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of Alameda )

On 11/15/16, before me, Victoria Pisano, Notary Public, personally appeared Michael A. Kloos, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Victoria Pisano  
Victoria Pisano, Notary Public  
(Print Name)



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229701

Certificate No. 006912243

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Vincent A. Walsh, Lee Ferrucci, Desiree Cardlin, Nelly RENCHIWI, and Mia Woo-Warren

of the City of Uniondale, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of July, 2016.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 28th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this November 7, 2016, before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

MELISSA SARACINO  
Notary Public, State of New York  
No. 01SAC155895  
Qualified in Nassau County  
Commission Expires November 20, 2018

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOV 07 2016

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2015

CAPITAL STOCK \$ 6,480,000

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		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,103,595,788
TOTAL ASSETS	\$ 4,184,903,769	TOTAL LIABILITIES & SURPLUS	\$ 4,184,903,769

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,  
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID  
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2015.

*Michael J. Doody*  
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
18TH DAY OF MARCH, 2016

*Susan M. Weissleder*  
NOTARY PUBLIC

SUSAN M. WEISSLEDER  
Notary Public  
My Commission Expires November 30, 2017

